

**TOWN OF SCITUATE, MASSACHUSETTS
WIDOW'S WALK GOLF COURSE
FOOD AND BEVERAGE CONTRACT
INVITATION FOR BID**

The Town of Scituate, Massachusetts, through its Board of Selectmen, the awarding authority, is seeking bids to operate its golf clubhouse food and beverage operations at the Widow's Walk Golf Course for the period March 1, 2015 through February 28, 2017 with one optional renewable one-year term. Bids shall be received no later than 9:00 a.m. on Wednesday, January 14, 2015 in the Town Administrator's Office, 600 Chief Justice Cushing Highway, Scituate, MA 02066. The IFB may be obtained at said office or from the Town's website at www.scituatema.gov, or by calling 781-545-8741. The Town reserves the right to reject any or all proposals, to waive informalities, and to award in the best interest of the Town.

This Invitation for Bid is governed by the requirements of Massachusetts General Laws Chapter 30B and will be awarded to the more responsive and responsible bidder.

John F. Danehey, Chair
Town of Scituate
Board of Selectmen

Patricia A. Vinchesi
Chief Procurement Officer

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This Invitation for Bid is governed by the requirements of Massachusetts General Laws Chapter 30B and will be awarded to the most responsive and responsible bidder.

Proposals must be submitted in a sealed envelope with all information and three (3) copies of the price clearly marked "Invitation for Bid Widow's Walk Food and Beverage Services."

The name of the bidder shall be included on the envelope. All bids must be received by Patricia A. Vinchesi, Town Administrator & Chief Procurement Officer, Town of Scituate, MA, 600 Chief Justice Cushing Highway, Scituate, MA 02066 by 9:00 a.m. EST on Wednesday, January 14, 2015. In the event that Town Hall is closed bids will be accepted on Thursday, January 15, 2015 until 11:00 a.m. EST.

RULE FOR AWARD

Under Chapter 30B the bid will be awarded to the proposer that offers the best overall value to the Town and is the most responsible bidder. The Town reserves the right to reject any bids if it is in the best interest of the Town to do so.

The successful bidder must demonstrate the ability to deliver services that adhere to the specifications outlined in this document, and provide references as to where similar services have been successfully provided.

A mandatory pre-bid meeting and site visit is scheduled on January 6, 2015 at 10:00 a.m. EST. Interested parties will meet at the Clubhouse of the Widow's Walk Golf Course, 250 Driftway, Scituate, MA. Questions on this IFB will be accepted and responded to until 11:00 a.m. EST on January 7, 2015.

BACKGROUND INFORMATION

The Widow's Walk Golf Course is located at 250 Driftway in Scituate, Massachusetts. The Town of Scituate is located 26 miles south of Boston, in Plymouth County along the coast. The Town has a year-round population of 18,000 and a summer population of 30,000. With seven miles of coastline, Scituate has five beaches, one public and two private golf courses, and extensive conservation, walking and bike trails.

Widow's Walk Golf Course is a municipally owned 18-hole course. The course opened in June of 1997 and was designed by Michael Hurdzan. The Widow's Walk Golf Course was the first environmental golf course. The course contains a little more than 120 acres. The parcel was acquired from Boston Sand and Gravel in 1975 and was part of several other parcels acquired by the Town. The course was constructed at a cost of \$4,700,000.00 and the bond will be fully satisfied in 2017.

The course is currently managed by the Town of Scituate. The maintenance contract with International Golf Maintenance (IGM) is in the first year of a three year contract with optional two year renewal. The maintenance contract has been awarded to IGM after competitive bidding since 1999. The food & beverage contract with Jamie Miller has been in place for several years, the most recent of which expires in February of 2015. The golf course also has a clubhouse with pro shop, and Bar and Grille built in 1997. The size of the clubhouse limits larger functions and outings and this has been a drawback in recent years. Despite this, the course has been in the black despite significant downturns in the economy and subsequently golf industry

Bidders will provide all services and tasks described herein at a specified annual cost to be paid by the Contractor by the Town. The Town shall not be liable for any additional costs incurred by the Contractor's actual costs in providing the required services.

OVERALL SCOPE OF SERVICES

The successful bidder will be responsible for all necessary licenses and permits required by any agency in carrying out the specifications set forth herein unless otherwise noted.

It is understood that all bids are based on accepting food and beverage operations and equipment "as is." Prospective bidders are encouraged to view the clubhouse dining area during the **mandatory** pre-proposal meeting scheduled for January 6, 2015.

SECTION II - INSTRUCTIONS TO PROPOSERS

SUBMITTAL REQUIREMENTS

Each Bidder submitting a bid represents that:

- The Bidder has read and understands the IFB and associated documents, and the Bid Price Proposal is made in accordance therewith.
- The Bidder has visited the clubhouse dining facilities and area and is familiar with the conditions under which any LEASE AGREEMENT to be performed.
- The Bidder is familiar with Federal, State, and Local laws, ordinances, rules and regulations that may in any manner affect cost of services under or performance of any LEASE AGREEMENT.
- The Bidder agrees that the documents provided are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of LEASE AGREEMENT/CONTRACT. The Contract Documents will include this IFB, the successful bidder's response, and any addenda issued.

ARTICLE 2 - INTERPRETATION

- Bidders shall promptly notify the Town Administrator of any ambiguity, inconsistency, or error which they may discover upon examination of the IFB, or other conditions which the work is to be performed.
- Bidders requiring clarification or interpretation shall make a written request to the Town Administrator at least seven (7) days before the date herein set for the submission of bids.
- Interpretations, corrections, or changes in the IFB will be made by written addendum. Neither the Town, the Scituate Board of Selectmen, nor the Town Administrator will be responsible for any oral instructions.

- Addendum will be provided by the Town Administrator via regular mail or by e-mail to every individual or firm on record as having received an IFB.
- Copies of all addenda can be examined at the same location listed in the Legal Notice Advertisement For Bids.

ARTICLE 3 - PREPARATION OF BIDS

Each Bid shall be submitted on the Price Proposal Forms provided with this IFB. All blank spaces for Bid prices must be filled in completely. Any bid which contains blank spaces shall be rejected. Bid Forms shall be completed in ink or by typewriter. The Bid Proposal Form shall be submitted in a clearly marked envelope "Invitation for Bid Widow's Walk Food and Beverage Services."

- Three (3) copies of the Price Proposal and related information shall be included in the sealed envelope.
- Bids submitted by corporations shall be executed in the corporate name by the president (or other corporation officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.
- All names shall be typed or printed below the signature.
- Timely delivery of Bids at the location designated shall be the full responsibility of the Proposers.

ARTICLE 4 - SUBMISSION OF BIDS

- Any bid may be withdrawn by the Proposer or his duly authorized representative by written notice received by the Town at the address for receipt of bids specified in this RFP prior to the time scheduled for the opening of such bids or authorized postponement thereof. No telephone or telegraphic bid, change in bid, or withdrawal of bid will be received or recognized. A bid may be amended or modified only by withdrawing the bid and resubmitting another bid prior to the time for opening bids.
- Any Bids received after the time and date specified shall not be considered. No Proposer may withdraw his bid for a period of ninety (90) days after the actual date of submission thereof.
- All bids must be made on the provided proposal forms where required. Additional supplemental information can be provided by proposers at their discretion. All blank

spaces for proposal prices must be filled in with ink or typewritten both in digits and handwritten.

Bids should also contain the following material clearly outlined and identified as follows and included in the single marked envelope:

A description of Bidders Qualifications including but not limited to:

- A. Entity name, address, and contact information
- B. Entity's background, and experience in food and beverage operations
- C. Key personnel of the entity
- D. Staff assigned
- E. Entity's credit (vendor/lender) references and contact information
- F. Complete listing of all food and beverage operations owned or operated in the past 10 years, including:
 - A description of the work including length of term/operation
 - Areas of responsibility under the contract, and
 - Ownership references and phone numbers at each project
 - Insurance coverage carried
 - Evidence of the entity's financial ability to meet the terms of the LEASE AGREEMENT/ contract.
 - Entity's work plan to be undertaken to meet the specified requirements of this IFB.
 - Certificate of Non-Collusion (included)
 - "REAP" Certification (included)
 - Certificate as to Corporate Proposers (included)
 - Options for Renewal
 - Basis for which the fee to the Town will be paid
 - Description of any proposed management or operational improvements to enhance customer base and service
 - Overall staffing plan
 - Method and detail of monthly reporting to the Town on activities

ADDITIONAL SUBMITTAL REQUIREMENTS

Certificate of Non-Collusion

Each bidder shall execute an affidavit on the bid form provided, to the effect that the bid is in all respects bona fide, fair and made without collusion or fraud with any person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. Failure on the part of the bidder to observe this provision shall be cause for rejection of this bid.

"REAP" certification

Each bidder shall execute an affidavit, substantially in the form provided with the bid proposal form, to the effect that, pursuant to M.G.L., C. 62C, S. 49A, he or she has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

Failure on the bidder to observe this provision shall be cause for rejection of this bid.

ARTICLE 5 – AWARD

This proposal is solicited and will be awarded pursuant to the provisions of Massachusetts General Laws Chapter 30B as amended and supplemented. Whenever the requirements of this IFB are inconsistent with or prohibited by Chapter 30B, Chapter 30B shall prevail.

The award of any LEASE AGREEMENT/Contract will be made by the Board of Selectmen after review and non-binding recommendations provided by the Town Administrator and Finance Director after a review of bids.

The LEASE AGREEMENT/Contract will be awarded to the Bidder submitting the most advantageous and responsive price who is also responsible.

- The Town, in its sole judgment, reserves the right to reject any and all Bids if it deems to be in the public interest to do so. A bid which is not prepared and submitted in accordance with all requirements of this IFB documents, or which contains erasures, alterations, additions, errors or irregularities of any kind may be rejected. The Town reserves the right to waive any and all informalities as to form. Matters as to substance shall not be waived. The Town reserves the right to deem any such omission which is not an omission of substance as an informality for which such Bid will be rejected, and to subsequently receive such information or data prior to award of the contract.
- Any award made is expected to be made within thirty (30) days after submission of Bids and the Town will send formal notification. If the Bidder to whom the award is made fails to execute a Contract with the Town the Town may, at its option, determine that said Bid has abandoned interest in the Widow's Walk Food and Beverage LEASE AGREEMENT/Contract, and an award may then be made to the next recommended bidder.

The selected bidder will be responsible for meeting all required specifications and requirements included in and related to the following LEASE AGREEMENT

TOWN OF SCITUATE
WIDOW'S WALK RESTAURANT
AT
WIDOW'S WALK GOLF COURSE

This **LEASE AGREEMENT** entered into by and between the Town of Scituate, a Municipal Corporation duly organized and existing in County of Plymouth, Commonwealth of Massachusetts, acting by and through the **TOWN ADMINISTRATOR** and with the approval of

its Board of Selectmen, hereinafter referred to as the “**TOWN**” and hereinafter, referred to as the “**LESSEE**”.

Whereas, the **TOWN** is the owner of the property and premises known as Widow’s Walk Golf Course, The Driftway, Scituate, Massachusetts, and whereas, the **TOWN** has accepted the **BID** of the **LESSEE** herein named and authorized the execution of the **LEASE AGREEMENT**.

Now, therefore, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the **TOWN** does hereby demise and let into the **LESSEE**, and the **LESSEE** does hereby hire and take from the **TOWN** certain property, premises, facilities and rights as hereafter follow.

ARTICLE 1 – DEMISED PROPERTY

- A. **Real Property and Improvements:** The Widow’s Walk Restaurant, at Widow’s Walk Golf Course located at The Driftway, Scituate, Massachusetts, including the porch area but excepting there from the areas known as the Pro Shop, Starters Booth and Driving Range.
- B. **Personal Property:** It is understood and agreed that the list of personal property or fixtures as listed in Appendix A, constitute a part of the demised premises covered by this **LEASE**.
- C. **Exclusive Right to Operate:** During the term of this **LEASE**, the **LESSEE** shall have the exclusive right to operate the restaurant.
- D. **Exclusive Right to Operate:** During the term of this **LEASE**, the **LESSEE** must operate the beverage cart concession on the golf course on the weekends including Friday and others days to be determined.
- E. **Parking:** During the term of this **LEASE**, the **LESSEE** shall have the use together with the general public, of all parking lots providing that the **LESSEE’S** use thereof shall not interfere with the use of the general public thereof. Parking will not be allowed around the restaurant area except for deliveries incidental to the operational use of the restaurant. During daylight hours, banquets should not restrict Golfer’s access to Restaurant area.

ARTICLE II – TERMS OF LEASE

This **LEASE** shall be effective for two years, commencing on March 1, 2015 through February 28, 2017. The **TOWN** will have the sole discretion to determine if option year will be extended to the **LESSEE** for the period of March 1, 2017 through February 28, 2018. The **TOWN** will notify the **LESSEE** of their wish to exercise the option year no later than December 1, 2016. If the **LESSEE** agrees to the option year the **TOWN** and the **LESSEE** will negotiate the **LEASE** payment for said option year. If the **LEASE** is extended then the **TOWN** will issue a Contract Amendment that shall state the additional **LEASE** period and **LEASE**/rental rates for the option years.

The **TOWN** seeks a minimum bid of \$ 49,500 for the first term commencing on March 1, 2015 through February 28, 2016. It is the desire of the **TOWN** to increase the **LEASE** amount for the

option year. Payments are to be made in nine (9) monthly installments beginning on March 1st of each year.

The **LESSEE** shall commence the operation of the concession on the demised premises on Opening Day and such operation shall continue during the golf season and at such hours as follows: the Concession shall be open to the public on a daily basis 6:30am Monday–Friday and 6:00 a.m. on weekends and holidays. Concession shall close when all golfers have left the premises. Concessionaire shall lock and secure the premises at the close of the day but no later than 11:00 p.m.

The hours listed may be reduced at the discretion of the **GENERAL MANAGER**. In case of inclement weather when the course itself is closed, the concession may be closed at the discretion of the **LESSEE**. In addition to the **LEASE** payment herein provided, the **LESSEE** shall also be obligated to pay all licenses and fees for its operation, including but not limited to Common Victualler license and a license for handling food.

The **TOWN** will provide the **LESSEE** with an all alcohol pouring license and as such, no bidder may have a felony record. The **LESSEE** will be named as the Manager on the liquor license.

The **TOWN** requires that the Manager has been or will become certified under the TIPS training program, Barcode or equivalent within sixty (60) days, for the service of alcoholic beverages and will insure and provide evidence that all employees dispensing alcohol have been properly trained as well. The designated manager and/or one employee who will be on the premises should have ServSafe certification.

ARTICLE III – INSURANCE

The **LESSEE** shall acquire and maintain for the duration of this **LEASE** the following insurance coverage, with the Town of Scituate as Co-insured:

- \$1,000,000.00 combined single limit bodily injury and property damage.
- \$1,000,000.00 general liability coverage per person including Products Liability Coverage.
- \$100,000.00 coverage for fire insurance.
- **LESSEE** must obtain liquor liability insurance equal to the amount of liability coverage.
- **LESSEE** must obtain a 100% Performance Bond written by a corporate surety. A standard Power-of-Attorney shall accompany the bond.
- **LESSEE** must add the **TOWN** as an additional insured on the general liability policy and submit notice to **TOWN**.
- The **TOWN** must be notified of any insurance cancellation within one (1) business day.
- The **TOWN** shall be supplied certificates of insurance, indicating same prior to opening day of the bid year and each option year if exercised.
- The **LESSEE** will be responsible for making accident reports of any accident in the concession area, including rest rooms and storage areas. At the time of the accident you must notify the **GENERAL MANAGER** and your Insurance Company.

Due to the requirements of MGL Chapter 116 of the Acts of 2010, it will be required that venders show proof of liquor liability insurance at the minimum coverage limit of \$250,000 per person and \$500,000 per occurrence prior to the awarding of the clubhouse food and beverage contract at **WIDOW'S WALK GOLF COURSE**.

ARTICLE IV – USE OF LEASED PROPERTY

The **LESSEE** shall operate a class restaurant with quality food service, atmosphere and equipment.

The **LESSEE** will have the use of the building that houses the restaurant operation and the equipment located therein during the term of the **LEASE**. The **LESSEE** may also install additional vending machines on the golf course property, subject to the approval of the **GENERAL MANAGER**.

Additional equipment may be installed subject to the approval of the **GENERAL MANAGER**.

The **LESSEE** will be permitted to sell, service and dispense at the location as herein described any items of food and beverage as are customary. The **LESSEE** further agrees that all articles offered for sale shall be subject to the approval of the **GENERAL MANAGER**.

The **LESSEE** agrees that it will keep the quality of the service at the highest level consistent with the premises and maintain all areas unused by the public and all areas where food is stored and prepared clean and orderly at all times.

The **LESSEE** further agrees that all personnel employed by the **LESSEE** will be neat in appearance and the **TOWN** strongly encourages a uniform dress code including but not limited to similar color staff shirts, pants, shorts or shoes.

If the **LESSEE** wishes to store its personal property on site prior to the start of the next season, the **LESSEE** shall request permission in writing from the **GENERAL MANAGER** and such storage shall be allowed by the **LESSEE** so long as the **LESSEE** provides suitable insurance, listing the **TOWN** as a loss payee, to cover any damage to the property of the **LESSEE** or the **TOWN**.

The **LESSEE** must utilize the central alarm system. The **LESSEE** must provide a written list of employees, and their four (4) digit Personal Identification Number (PIN) ten (10) days before the beginning of the golf season to the **GENERAL MANAGER**. Access will be limited to those individuals with a PIN in the alarm system. The **LESSEE** must provide a written list to the **GENERAL MANAGER** of the employees who will be issued keys to the building.

ARTICLE V – MAINTENANCE OF DEMISED PREMISES

The **LESSEE** has examined the demised premises and found them to be acceptable and in satisfactory condition and adequate for the purpose of the **LESSEE** as of the date of execution of the **LEASE AGREEMENT**. The **LESSEE** agrees that during the term of the **LEASE** the

LESSEE shall maintain and keep the demised premises and property in a safe, workable, clean and sanitary condition according to the usage, habits and ordinary risks of the business, and at the end of the term the **LESSEE** shall surrender the demised property and premises in as good condition as received, with reasonable wear and tear expected, which will include the rest rooms.

The **LESSEE** shall maintain the restrooms and the interior of the demised premises in a state of good order, repair and condition, including but not limited to ceiling fixtures, restroom fixtures, light bulbs, ceiling tiles, periodic preventative maintenance of restrooms, daily cleaning and weekly sanitation by a certified company with a record submitted to the **GENERAL MANAGER** on a monthly basis. The **LESSEE** shall be financially responsible for all paper goods including but not limited to toilet paper, paper towels and cleaning materials during the year. The personal property belonging to the **TOWN** shall be maintained in good condition during the term of the **LESSEE AGREEMENT** by the **LESSEE**. The **LESSEE** agrees that the personal property belonging to the **TOWN** shall not be removed from the demised premises but shall be surrendered at the end of the term in good condition, reasonable wear and tear expected and that the **LESSEE** shall keep such personal property in good repairs at the expense of the **LESSEE** during the term of the **LEASE**.

Should the **LESSEE**, at its sole discretion determine that the Restaurant will be open during the period January 1 to March 31 of each year of this **LEASE**, the **LESSEE** shall be responsible for one hundred (100%) of the utilities payable to the Town of Scituate within ten (10) business days of notification. Minimum heat requirement for the building for this period is 55 degrees. **LESSEE** will also be 100% responsible for refuse and snow removal.

A refuse container is provided by the **TOWN** and the **LESSEE** is responsible for keeping the area surrounding the refuse container clean and neat at all times.

The **LESSEE** shall conduct preventative maintenance on all equipment supplied by the **TOWN** as specified in the equipment manuals to ensure proper working conditions. This includes but is not limited to proper cleaning and maintenance of fire suppression systems over stoves and for cleaning hoods and maintenance and unplugging of drain and grease traps. The **LESSEE** covenants and agrees that all alterations, additions or improvements in or to the premises made by the **LESSEE**, excepting only business fixtures, shall become the property of the **TOWN**, and shall be surrendered with the premises at the end or other termination of the **LEASE**, it being understood and agreed that any damage caused by the removal of such business fixtures shall be repaired by the **LESSEE** at his/her expense.

The **TOWN** shall maintain the exterior of the demised premises. The **LESSEE** agrees that it will not hold the **TOWN** liable for any latent defect in the premises or in the building of which the premises form a part in that the **TOWN** shall not be liable including but not limited to any failure of water supply, heat or electric current nor for any injury or damage to persons or property in the building or from falling ceiling tiles or from gas, electricity, water, rain, snow, dampness or from pipes, roof, appliances, or plumbing unless the same be caused or result from the **TOWN's** negligence.

ARTICLE VI – DAMAGE OR DESTRUCTION OF PREMISES

If the **WIDOW'S WALK GOLF COURSE BUILDING** shall be partially damaged by fire, the elements, or the public enemy so as to affect the **LESSEE's** use thereof but not render it untenable, such building shall be repaired with due diligence by the **TOWN** at its own expense. If the damage shall be so extensive as to render such premises untenable but capable of being repaired in sixty (60) days, the same shall be repaired with due diligence by the **TOWN** at its own cost and expense and the rent payable there under shall be proportionately paid up to the time of such damage and shall henceforth cease until such time as the building shall be fully restored.

In case said building is completely destroyed or damaged such that it will remain untenable for more than sixty (60) days then restored or reconstructed with due diligence by the **TOWN** at its own cost and expenses, then the rent will cease until the building is fully restored or the **LESSEE** shall have the right to cancel this **LEASE AGREEMENT** as of the date of such damage or destruction, provided that nothing in this article shall apply to the damages to said building caused by the acts of the **LESSEE**, for which the **LESSEE** is legally liable, and further provided that the **LESSEE** shall, at the **LESSEE's** own expense repair all such damage resulting from its negligent act.

ARTICLE VII – CANCELLATION

It is agreed that if any monthly installment of rent shall be in arrears and unpaid for the duration of ten (10) days after the same shall be due payable as established, then the balance of said rent shall be due and payable, and the **TOWN** shall have the right at its option to terminate said **LEASE** upon seven (7) days' notice and at any time after such neglect or default and without any previous demand or notice whatever, to re-enter and take possession of said **LEASE** premises, and such re-entry and taking possession shall end and terminate this **LEASE** and the term thereby created, and in such event the **LESSEE** agrees to waive and does hereby waive notice to quit possession and every other formality or requirement of law provided by any statute with respect to summary process proceedings to enforce, the right of the **TOWN** shall be repossessed in the **LEASE** premises as in its former estate and it is further agreed that if the **LESSEE** shall fail to keep and fulfill any of the other covenants, agreements and conditions of this **LEASE** to be kept and fulfilled in its part and such failure shall continue or remains uncorrected for a period of ten (10) days after the **TOWN** shall have given seven (7) days' written notice of the default and shall demand correction of the same by mailing such notice and demand by registered mail, postage prepaid, addressed to the **LESSEE** at the premises herein leased, then this **LEASE** and the term hereby created at the **TOWN's** option shall cease and terminate and the **TOWN** shall have the right to re-enter said leased premises and demand possession of the same without any previous demand or notice, whatever, and such re-entry and taking possession shall end and terminate this **LEASE** and the term created.

Any breach of any of the terms of this contract by the successful **LESSEE** will result in a rescission of the entire contract upon the option of the respective **TOWN ADMINISTRATOR**.

ARTICLE VIII – OBSERVANCE OF LAW

The **LESSEE** agrees to observe, obey and comply with all rules and regulations promulgated from time to time by the **TOWN** governing conduct on and operations at the **WIDOW'S WALK GOLF COURSE**. The **LESSEE** agrees to observe, obey and comply with all laws and regulations of the Federal, State and **TOWN** Governments applicable to the operation of the demised premises and to properly pay all licenses and permit fees imposed in connection with the business operations conducted by the **LESSEE**.

It is recognized that the **WIDOW'S WALK GOLF COURSE** operates on **TOWN** property and therefore, such facilities must be made available to all citizens without discrimination.

The **LESSEE** shall secure, at its own expense, and display properly all permits and licenses required by laws or bylaws of the Federal, State and **TOWN** Governments. The **LESSEE** will not permit any variance of the Laws of the Commonwealth of Massachusetts or the bylaws of the **TOWN OF SCITUATE** by any of its personnel including but not limited to sexual harassment, vulgar language and hostile work environments nor will the **LESSEE** permit any obnoxious or offensive business, trade or occupation to be carried on in said concession.

ARTICLE IX – INSPECTION BY THE TOWN

The **TOWN** by its authorized personnel may enter upon the demised premises hereby leased exclusively to the **LESSEE** at any time for any purpose necessary, incidental to or connected with the performance of the provisions of the **LEASE AGREEMENT**, or in the exercise of its government functions.

In all cases, the **LESSEE** will offer employment and promotional opportunities to qualified applicants and employees without regard to race, color, religion, sex, age or national origin.

The **LESSEE** will pay Federal and State minimum wages to those employees to whom the minimum wage laws apply. Those employees not covered by minimum wage laws will be paid a salary or wage based upon prevailing rates in the local market area according to value, quality and quantity of work performed.

ARTICLE X – CONTRACT DOCUMENTS

All materials contained in the invitation to **Bid** are made a part of the **LEASE AGREEMENT**, and the mutual rights and provisions thereof. Any material misrepresentations contained in said contract documents may constitute the basis for revocation of the **LEASE AGREEMENT**.

ARTICLE XI – QUIET ENJOYMENT

The **TOWN** covenants and agrees that, on payment of the rentals, charges, licenses and taxes herein provided for the performance of the covenants and agreements on the part of the **LESSEE** to be performed hereunder, the **LESSEE** shall peaceably have and enjoy the leased premises, facilities and rights granted herein term of this **LEASE AGREEMENT**.

ARTICLE XII – SURRENDER OF POSSESSION

The **LESSEE** shall not, at any time, assign this **LEASE AGREEMENT** or any part hereof, nor shall the **LESSEE** sublet the demised premises or any part thereof, nor shall the **LESSEE** grant any licenses to concession in connection with the demised premises, without prior written consent of the **GENERAL MANAGER**.

The **LESSEE** covenants and agrees that if the **LESSEE** shall be adjudged bankrupt, or if a receiver shall be appointed to take charge of its business and property either in whole or in part, or either through voluntary or involuntary proceedings, or if any assignment is made by the **LESSEE** for the benefit of creditors, nor the **LESSEE** shall permit said premises to become vacant or occupied, then upon the happenings of any such events, all installments of rent for the entire **LEASE** period shall become due and payable at the option of the **TOWN** or its assigns, and upon demand of the **TOWN** or its assigns, the **LESSEE** shall surrender complete and peaceable possession of the premises, waiving all other notice of every kind of description, but this provision shall not be constructed so as to prevent the **TOWN** from recovering damages that it may sustain for failure on the part of the **LESSEE** to perform any of the covenants and agreements of conditions in this **LEASE** that it agreed to perform, and if the **LESSEE** shall so surrender possession, the **TOWN** shall make reasonable effort to secure a new lease of set premises on such terms as it shall deem best and apply the proceeds of such relating to the reduction of such rent, and the **LESSEE** shall be liable for the balance.

ARTICLE XIII – MODIFICATIONS OR EXTENSIONS

The **LEASE AGREEMENT** contains all understanding, covenants and agreements between the parties hereto, and the provisions herein contained shall be modified or amended only by written agreement duly executed by the **TOWN** and the **LESSEE**.

In witness whereof, the **TOWN OF SCITUATE** has caused this **LEASE AGREEMENT** to be executed in its name by the **BOARD OF SELECTMEN**, the Chief Procurement Officer and the **LESSEE**, on this day of 2015.

COMPANY NAME & ADDRESS: _____

TELEPHONE #: _____

SOCIAL SECURITY # or FED TAX ID: _____

BIDDER'S SIGNATURE:

BIDDER'S NAME:

DATE:

IF A CORPORATION, AFFIX CORPORATE SEAL BELOW:

PRICE PROPOSAL FORM

The **TOWN** seeks a minimum bid of \$49,500 for the first year term commencing on March 1, 2015 through February 29, 2016. It is the desire of the **TOWN** to increase the **LEASE** amount for the option years. Payments are to be made in nine (9) monthly installments beginning March 1st of each year.

The **LESSEE** agrees to pay the **TOWN** for the use of the premises, facilities and rights granted hereunder the following rent:

_____per Month for nine (9) months March 1, 2015 to February 29, 2016

_____per Month for nine (9) months March 1, 2016 to February 28, 2017

OPTION YEAR ONE at sole discretion of the TOWN

TO BE NEGOTIATED for the term March 1, 2017 to February 28, 2018.

COMPANY NAME & ADDRESS: _____

TELEPHONE #: _____

SOCIAL SECURITY # or FED TAX ID: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: _____

DATE: _____

BIDDER QUALIFICATIONS

1. The successful **BIDDER** must submit proof of performance from past and present clients.
2. The successful **BIDDER** must submit evidence of experience in organizing, planning and coordinating the activities needed to provide food and beverage services for breakfast, lunch, barbecues, clam bakes and other banquet type functions.
3. The successful **BIDDER** must submit evidence that they have the necessary equipment, fixtures and trained staff to handle the food and beverage needs of the **WIDOW'S WALK GOLF COURSE**.
4. The successful **BIDDER** must submit evidence of having a high credit rating with suppliers and access to food preparation and storage facilities.
5. The successful **BIDDER** must submit evidence of insurability including produce and liquor liability insurance. They must show evidence of workmen's compensation insurance. Liquor liability insurance must be a minimum of \$500,000.
6. The successful **BIDDER** must submit evidence of accountability through its financial records including sales reports.
7. The successful **BIDDER** must submit evidence to indicate a policy exists for recruiting, selecting, training and evaluating employees.
8. The successful **BIDDER** must submit evidence that all employees have recent training in sanitary food handling practices. All employees shall have a Mantoux Test.
9. The successful **BIDDER** must submit evidence that they have the capability to operate the concession at the **WIDOW'S WALK GOLF COURSE**.
10. The successful **BIDDER** has the exclusive right to serve all food and beverages at the **WIDOW'S WALK GOLF COURSE**.
11. The successful **BIDDER** will be responsible for the maintenance and upkeep of the lavatories including but not limited to periodic preventative maintenance and repair. The successful **BIDDER** will be financially responsible for all cleaning materials, paper towels, and toilet paper.

12. The successful **BIDDER** must submit a suggested menu and a list of food and beverages that is comparable to area public golf courses and similar in pricing and offerings for the local area. They must also submit a list of any other items to be sold and prices to be charged for review and approval by the **GENERAL MANAGER**.
13. The successful **BIDDER** shall be the manager/principal food service worker at the concession, the successful **BIDDER** may appoint/hire someone to fulfill that position in his/her contract. Written notification must be given to the **GENERAL MANAGER** before opening day as to who the manager or appointee will be, including addresses and phone numbers where that may be reached.
14. The manager or designee shall be on duty at the Concession at least thirty-five (35) to forty hours (40) per week.

(ALL ITEMS STATED MUST BE SUBMITTED WITH THE BID FORM)

TOWN OF SCITUATE

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Date)

(Signature of individual submitting bid or proposal)

(Printed name of person signing bid or proposal)

(Name of business)

(Business Address)

(Business phone number)

MUST BE RETURNED SIGNED WITH THE SEALED BID PACKET

TOWN OF SCITUATE

CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. This bid or proposal is made without any connection or consultation with any other person making any bid or proposal for the same work.

(Date)

(Signature of individual submitting bid or proposal)

(Printed name of person signing bid or proposal)

(Name of business)

(Business Address)

(Business phone number)

MUST BE RETURNED SIGNED WITH THE SEALED BID PACKET

TOWN OF SCITUATE

CERTIFICATE OF CORPORATE AUTHORITY

The principle, officer or person to sign below pledges under penalties of perjury, that he or she has been designated by the owner(s) or the board of directors of the below named firm as an authorized representative.

(Date)

(Signature of individual submitting bid or proposal)

(Printed name and title of person signing bid or proposal)

(Name of business)

(Business Address)

(Business phone number)

MUST BE RETURNED SIGNED WITH THE SEALED BID PACKET

EXHIBIT A

Fixed and Non-Fixed Asset Listing

Restaurant

1997 and 1998 Equipment Detail

Ice-O-Matic Ice Maker

Manitowoc Tow Door Refrigeration Unit

Thermo Kool Walk in Cooler and Freezer with shelving units

NSF Salad Cooler Unit

Perlick Beer Chest

Perlick Keg Cooler

Perlick Ice Chest with Sink

Jackson Dishwasher

Hobart meat Slicer

Southbend Cooking Unit to include: gas Grille, Gas fryolater, (2) ovens, broiler, 94) tope burners, hood with ansul

NSF kitchen stainless package to include: (3) Compartment sanitizing sink unit with shelf, Draft beer counter with shelving, double sink unit with shelving, table with shelf, slop sink, rolling table unit, small sink unit

Metal storage cage unit in basement

Miscellaneous metal shelving racks

Sanyo wall unit air conditioner

Note: assorted but limited glassware and dishes including blue plates – approximately (100 pieces)

Table and Chairs Detail

Patio set to include:

(6) Tables, (20) chairs

(8) Blue bar stools

(37) Blue chairs

(10) Tables

(4) High top tables

Other

Clubhouse Awning

Country Club Food and Beverage Cart

Satellite and TV antenna